

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 1, 1997

INVITATION FOR BIDS

NO. IFB-97-201-O

SEALED BIDS

FOR

PRINTING AND DELIVERING

CONTINUOUS FORM,
DHS 1311A (HAWI), MONTHLY ELIGIBILITY REPORT

will be received up to and opened at 2:00 p.m.

on

May 14, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.
Carolayne Yamashita, telephone 808/586-0566 or facsimile 808/586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

The following bid is hereby submitted to furnish and deliver continuous forms to the Department of Human Services.

<u>Description</u>	<u>Quantity</u>	<u>Unit Bid Price</u>	<u>Total Bid Price</u>
Monthly Eligibility Report Form DHS 1311A (HAWI) ICSD 2342 (Revised 1/97)	600,200	\$_____/M	\$_____

Number of sets packed within each carton:_____ sets/carton

All work shall be performed at the following location:_____

NOTE: Bidder's attention is invited to the General Terms and Conditions regarding the preference to Hawaii Printers.

Offeror _____

SPECIFICATIONS FOR
MONTHLY ELIGIBILITY REPORT FORM DHS 1311A (HAWI)
ICSD 2342
Revised 1/97

QUANTITY: 600,000 sets (Continuous Form)
200 sets for sample run

600,000 sets to be printed for delivery by April 30, 1997.

NO. OF PARTS: 1-part

STOCK: White, virgin stock, blank with standard perforation on right and left margins. 20 lb. substance (standard perforation on all sides).

INK: Black ink

SIZE: 9-1/2" X 11" - overall size (left and right margins shall be 1/2" on each side)

8-1/2" x 11" - torn-off size

PERFORATIONS: Vertical 1/2" perforations on right and left margins and horizontal perforations at 11".

2-HOLE PUNCH 2-hole punch 3/8" from top of form to center of holes. Holes shall be punched 1/4" in diameter with centers exactly 2-7/8" from left and right edges of the paper (torn-off size) and centered 2-3/4" between the holes, from center to center.

MARGINAL PUNCH: Marginal holes must be punched clean, absolutely free of confetti and the holes identically located on all copies of all sets throughout each pack of forms. Sides of the forms and any perforations must be free from lint or dust. Marginal punching must be 5/32" in diameter with centers located exactly 1/4" from edge of paper.

COMPOSITION: Printer to make final layout of the entire form

One sheet printed on two sides (all different printing, printing head-to-toe). **Printing on page one to begin 3-3/4" from top of the page.**

Computer spacing.

COPY: Copy shall be printed and constructed per attached sample identified as "DHS 1311A (HAWI) (1/97), two pages.

PROOF: Shall be submitted to:

Ms. Joy Minei
DEPARTMENT OF HUMAN SERVICES
810 Richards Street, 5th Floor
Honolulu, HI 96813

PROOF: (continued)

Ms. Minei, Program Specialist (telephone 808/586-5738), will coordinate the review/approval of the proofs.

SAMPLE RUN: Contractor shall deliver 200 sets for the sample run to:

Mr. James Lum
DEPARTMENT OF HUMAN SERVICES
1390 Miller Street, Rm. 102
Honolulu, HI 96813

Sample run must be completed and approved by Mr. Lum, Systems Analyst, at Information and Systems Office (telephone 586-5152) before the final runoof.

PACKING: Pack height shall be not less than ten (10) inches in unbroken strips within carton. Cartons with broken strips must be replaced by the Contractor at no additional cost to the State agency within one (1) working day after notification.

Contractor shall pack an equal number of sets per box. Packaging and carton should be of such quality and strength that forms will not be warped or damaged during shipment or storage. Boxes must be marked with the number of sets contained therein.

Cartons shall be labeled clearly with the following information:

Form title (ICSD 2342)
Date revised (1/97)
Quantity of forms enclosed

Form title must be in 2" high bold lettering. Cartons shall be numbered "1 of x", "2 of x", "3 of x", etc.

DELIVERY: 600,000 sets to be delivered to:

Westpac Moving & Storage, Inc.
at Pier 21 on Nimitz Highway

LIQUIDATED
DAMAGES:

A penalty of \$50.00 per calendar day will be charged if delivery is not made on the due date.

SPECIAL PROVISIONS

SCOPE

The printing and delivering of Monthly Eligibility Report Form DHS 1311A (HAWI), ICSD 2342 shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Legal Name. In the appropriate space(s) on the offer page OF-1, bidder is requested to submit bid under bidder's exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

Bid Price. Unit bid price shall be based on delivery to destination and shall include transportation costs, handling, all applicable taxes, and any other costs incurred.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

COPY

The actual forms are available at the State Procurement Office for inspection and shall be provided to the successful bidder upon issuance of the Notice of Award. It shall be the bidder's responsibility to examine sample copy and further familiarize himself with the conditions and requirements specified. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with the specifications if awarded the contract.

SAMPLE OF PREVIOUS WORK

Upon request, sample(s) of similar work previously printed by bidder shall be submitted at his own expense within three calendar days from the date of request. Failure to submit samples shall result in rejection of bid. Further, if samples are not of a professional quality or does not meet the State's requirements, it shall result in rejection of bid. Any sample submitted will become the property of the State and will not be returned to the bidder.

METHOD OF AWARD

Award, if any, shall be made to the responsive and responsible bidder submitting the lowest Total Bid Price.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal written contract to the successful offeror for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the bidder as specified in Section 3.3 of the General Terms and conditions. No performance or payment bond is required for this contract.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period, as provided in Section 3.2 of the General Terms and Conditions.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF WORK

Work to be done shall be of a professional quality. Blank areas of pages shall be clean and clear. Printing shall be legible, uniform in shade and shall have no inking irregularities. If the quality of the work is not satisfactory as judged by the Procurement Officer, it will be considered as non-performance of contract in accordance with Section 4.2 of the General Terms and Conditions.

DELIVERY

Delivery shall be made in accordance with the delivery requirements of the specifications. Should the Contractor fail or delay in the completion of delivery in accordance with the terms of the contract and the State finds it necessary to buy said forms from another supplier at emergency or premium cost, the State shall have the right to assess the entire cost thereof to the Contractor.

QUALITY OF FORMS

Forms purchased under this contract must be completely compatible with the machines currently in operation in the Information and Communications Services Division (ICSD), Department of Budget and Finance, without the necessity of making any changes or adjustments to any of the machines or to the forms in order that the forms can be processed and printed legibly. In the event of any work stoppage due to incompatibility between forms and machines, the State shall have the right to require complete remanufacture of said forms at the expense of the Contractor or to buy replacement requirements from another supplier at emergency or premium cost, if necessary, and assess the entire cost to the Contractor.

The Procurement Officer shall have the sole right to determine the facts of and reasons for any and all work stoppages and to take the emergency action provided for in the preceding paragraph if he determines the case of a stoppage to be incompatibility between forms and the machines in the ICS Division.

The term "compatible" and any grammatical variations, as used herein, shall mean that the forms shall be capable of being processed by the machines in ICS Division without creating any malfunctions, or that the forms will not require additional processing not normally required.

INVOICE AND PAYMENT

Contractor shall forward original and three copies of the invoices directly to the following address:

Department of Human Services
FASD - Food Stamp Section
P. O. Box 339
Honolulu, Hawaii 96809-0339

Payment shall be made to the Contractor at the contracted price upon certification by the department that the Contractor has satisfactorily completed the delivery.

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FEDERAL FUNDS

It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this contract to be payable out of federal funds, this contract shall be construed to be an agreement to pay such portion to the Contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------------|-----------|
| | (check
only
one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

CONTINUOUS FORM, DHS 1311A (HAWI)
MONTHLY ELIGIBILITY REPORT
IFB-97-201-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

